

UNITED STATES DISTRICT COURT **FILED**

DISTRICT OF NEW MEXICO

UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

UNITED STATES OF AMERICA

vs.

AGREEMENT TO FORFEIT PROPERTY

BENJAMIN SWENTNICKAS

Defendant

CASE NUMBER: **MSA-1849-JH**

MATTHEW J. DYKMAN

CLERK

I/we, the undersigned, acknowledge pursuant to 18 U.S.C. §3142(c) (1) (B) (xi) in consideration of the release of the defendant that I/we and my/our personal representatives jointly and severally agree to forfeit to the United States of America the following property:

The South 111 feet of Lot Thirty-one (31), Block D of VISTA DEL MONTE TRACT, per Map recorded in Book 5, page 63 of Maps, in the office of the County Recorder of Pima County, Arizona; EXCEPT the south 30 feet thereof,

and there has been posted with the court the following indicia of my/our ownership of the property:

(Attached Copy of Warranty Deed)

I/we further declare under penalty of perjury that I am/we are the sole owner(s) of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my/our own, that imposed by this agreement, and those listed below:

and that I/we will not alienate, further encumber, or otherwise willfully impair the value of my/our interest in the property.

The conditions of this agreement are that the defendant

BENJAMIN SWENTNICKAS

(Name)

is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on July 24, 2006 at Albuquerque, New Mexico

(Date)

(Place)

Defendant

Benjamin Swentnickas

Address

2901 East Linden St., Tucson, AZ 85716

Owner(s)/

Michael D. Higgins

Address

2901 East Linden St., Tucson, AZ 85716

Obligor(s)

Marie Ann Higgins

Address

2901 East Linden St., Tucson, AZ 85716

Address

Signed and acknowledged before me on

7-24-06

(Date)

May Schubert

(Judge/Clerk)

Approved:

Lucy L. Sam

(Judge)

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